



**Regulations and Schedule of Charges Applicable to Certain Intrastate
Household Goods Moves Within The State Of South Carolina**

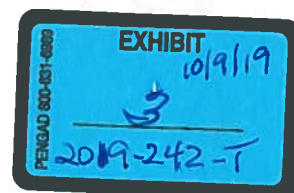


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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Professional Movers of Charleston. These services are furnished between points and places throughout the State of South Carolina.

SECTION 1

1. **Transportation Charges.** Transportation Charges include the hourly rates as listed below.

1.1 **Hourly Rates and Charges.** Moves will be conducted on a “straight time” basis, with hourly charge(s) set forth in this Section.

1.1.1 **Local Move.** If destination ^{and} ~~or~~ origination is listed in one of these municipalities below, the move will be considered a “Local Move”. For Local Moves time begins tolling when Professional Movers of Charleston reaches the initial location and ends at the time the movers leave the final destination. There are no additional fees for extra stops in between locations. If a distance or municipality is equal to or less than fifty (50) but not included in the Local Move table below, it will be subject to a One-Time Fee of Seventy dollars (\$70.00).

| <u>Service</u> | <u>Rate</u> |
|---------------------------------|---|
| Each Mover | \$45.00 per man/per hour |
| Truck | \$175.00 (flat) |
| One Time Fee (Travel Allowance) | Dependent set forth in the table below, based upon the destination of the Move. |

One Time Fee (Travel Allowance)

| <u>Location</u> | <u>One Time Fee (Travel Allowance)</u> |
|--|--|
| James Island, Johns Island, West Ashley, and the Charleston Peninsula (“Downtown”) | \$40.00 |
| North Charleston, Mount Pleasant | \$50.00 |
| Summerville, Goose Creek, Hanahan, Awendaw | \$60.00 |
| Moncks Corner, Nexton and Cane Bay | \$70.00 |

Moncks

1.1.2 **Long-Distance Move.** A “Long-Distance Move” shall be considered any destination outside of the municipalities listed in Section 1.1.1, or any move exceeding fifty (50) miles from Professional Movers of Charleston’s primary business address. Long Distance Moves are subject to a One-Time fee (Travel Allowance) of \$10.00/mile for those moves exceeding 50-miles. There is no charge for each mover for time spent in transit, or for the return trip after the move has been completed.

For Long Distance Moves, Long-Distance Moves will be billed as follows:

| <u>Service</u> | <u>Hourly Rate</u> |
|---------------------------------|--|
| Each Mover | \$45.00 per man/per hour |
| One Time Fee (Travel Allowance) | \$10.00/mile, calculating the distance from Professional Movers of Charleston Office to the Final Destination. (This rate is a one-way rate, there |

is no charge for the return trip. This rate is inclusive of all charges, excepting the charges for each mover physically moving items, as described below. Professional Movers of Charleston uses Google Maps to determine mileage).

1.2 Hourly Charges, Generally. After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Professional Movers of Charleston will charge the applicable minimum, as calculated above. Hourly rates are the same, 7 days a week, 24-hours a day, in every season of the year. Customers are not charged any additional fees for overtime labor. There is a Two-Hour Minimum Charge (per man, per hour) regardless of the day of the week, or holiday.

1.3 Office Hours. Professional Movers of Charleston will operate Monday – Friday, 8:00 am – 7:00 pm, Saturday from 9:00 am – 6:00 pm, and Sunday by Appointment Only.

SECTION 2

2. Additional Services. The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- | | |
|--|----------|
| • Upright Piano: | \$200.00 |
| • Sleep Number Bed/Adjustable mattress with motor: | \$75.00 |
| • Exercise Equipment: | \$100.00 |
| • Safes (250 lbs - 400 lbs): | \$125.00 |
| • Items between 300 lbs – 500 lbs: | \$200.00 |

2.2 Elevator or Stair Carry. Professional Movers of Charleston does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges. Professional Movers of Charleston does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery. Professional Movers of Charleston does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Professional Movers of Charleston does not provide packing and unpacking services to customers. Professional Movers of Charleston will provide recommendations for these services upon request.

2.5.2 Boxes containing fragile or breakable items must be properly labeled. Professional Movers of Charleston reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Articles, Special Servicing. Professional Movers of Charleston will not provide servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.7 Waiting Time. The customer may be charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Professional Movers of Charleston.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading, and expressed during the final walk through, if possible.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30-days of the move. Professional Movers of Charleston must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Professional Movers of Charleston reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Professional Movers of Charleston immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30-days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges. Professional Movers of Charleston rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.2, above. Any interim charge is rounded up to the next fifteen-minute increment.

3.3 Governing Publications. Professional Movers of Charleston rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value. Professional Movers of Charleston does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Professional Movers of Charleston will not accept responsibility for safe delivery of such articles if they come into Professional Movers of Charleston's possession with or without Professional Movers of Charleston's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions. Each customer will be provided with a copy of Professional Movers of Charleston's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

- 3.6 Delays.** Professional Movers of Charleston shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

Professional Movers of Charleston shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Citadel Cadets and Alumni. A promotional rate reduction of Ten (10%) percent of normal hourly service charges for moving will be applied for customers who are current Citadel Cadets or Citadel Alumni that have graduated within four years that provide proper proof of same. This applies to both Local and Long Distance moves.

>>

Date of Move _____

Bill of Lading No. _____

PCS NO. _____

CONTRACT TERM AND CONDITIONS

Professional Movers of Charleston, LLC

Sec. 1. Carrier Liability.

(a) The carrier or party in possession of any of the property herein described shall be liable for any losses or damage thereto, except as herein provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof, or damage thereto, or delay caused by an act of God, a public enemy, an act of public authority, perils of navigation, an act or default of the shipper or owner, the nature of the property or effects therein. Except in case of the negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage or responsible for its condition, operation or functioning, whether or not such property, or any part of it, is packed or unpacked. Except in the case of gross negligence, no carrier or party in possession of all or any of the property herein described shall be liable for damage to a piece of furniture, or loss of contents. Crates, bundles, cartons, boxes, barrels or other containers, unless such contents are open for the carrier's inspection, are the responsibility of the shipper and recipient, and as such will hold harmless the carrier and/or its agent for contents therein.

(c) Except in case of gross negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delays caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of gross negligence on the carrier, or party in possession, shall not be liable for loss, damage or delay occurring while the property is stopped and held or stored in transit upon the request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine, the property may be discharged at the risk and expense of the owners into a quarantine depot or elsewhere, as required by quarantine regulations or authorities. In such case, carrier's responsibility shall cease when the property is so discharged; or property may be returned by carrier at own owner's expense to a shipping point, earning charges both ways. Quarantine expenses of whatever nature or kind shall be borne solely by the owners of the property. The carrier shall not be liable for loss or damage occasioned by fumigation, disinfection, or other acts done, or required to be done by quarantine regulations or authorities, even if the act(s) may have been done by the carrier's officers, agents, or employees. Additionally, the Carrier shall not be liable for detention, loss, or damage of any kind, occasioned by quarantine, or the enforcement thereof. No carrier shall be liable, except in case of gross negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the Carriers harmless from any expense they may incur or damages they may be required to pay, by reason of the introduction to the property covered by this contract into any place against the quarantine laws or rules and regulations in effect at such place.

Sec. 2. Reasonable Dispatch.

(a) NO carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise without reasonable dispatch. Every carrier shall have the right, in case of physical necessity, to forward said property by any carrier or en route between the point of shipment and the point of destination. In all cases not prohibited by law, whenever a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property, as determined by the classification or tariff upon which the rate is based, such lower value shall be the minimum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a conditional procedure to recovery, a claim must be filed in writing with the receiving or delivering carrier or carrier issuing this bill of lading or carrier in possession of the property when the loss, damage injury or delay occurred, within ³⁰90 days after delivery of the property, or, in case of failure to make delivery, then within nine months after reasonable time for delivery has elapsed; and it shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable. and such claims will not be paid.

(c) Any carrier or party able to account for the loss or damage to any of the said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Necessary Coverage. Except where such service is required as the result of carrier's gross negligence, all property shall be subject to necessary coverage at owner's cost.

Sec. 4. Storage of Property at Point of Delivery.

(a) Property not received by the party entitled to receive it within the free time allowed by tariffs lawfully on file (such free time to be computed therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time of tender of delivery of the property to the party entitled to receive it, or at the address given for delivery, has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, property will be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including any reasonable charge for storage. In the event the consignee cannot be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading or notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where non-perishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon delivery, or said consignee party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given to carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 90 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed sent, or given.

(c) Where perishable property has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be contractual to abridge the right of the carrier or its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and or caring for and maintaining the property, if proper care of the property requires special expense; and should there be in balance, it shall be said to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner after unloading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. Documents and Items of Extraordinary Value. No Carrier hereunder will carry or be liable in any way for any documents, or for any articles of extraordinary value not specifically rated in the classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives and Dangerous Goods. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and

independently indemnify the carrier against all loss or damage caused by such goods and earlier will not be liable for safe delivery of the shipment.

Sec. 7. Payment of Charges. The owner or consignee shall pay all tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff and claims thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment that such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges provided, that, where the carrier has been instructed by the shipper or cosigner to deliver said property to a consignee other than to shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and, in the case of a shipment delivered to a point other than that in the original bill of lading, has also notified the carrier in writing of the name and address of the owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment re-consigned or diverted, the beneficial owner shall be liable.

Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. Bill of Lading. If this bill of lading is issued on the order of the shipper, or his agent in exchange or in place of another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Alterations to Bill of Lading. Any alteration or addition in this bill of lading which shall be made without the special hereon to the agent of the carrier bill of lading shall be without effect this bill of lading shall be unenforceable.